


<b>SOLICITATION, OFFER, AND AWARD</b> (Construction, Alteration, or Repair)	1. SOLICITATION NO.	2. TYPE OF SOLICITATION <input type="checkbox"/> SEALED BID (IFB) <input type="checkbox"/> NEGOTIATED (RFP)	3. DATE ISSUED	PAGE OF PAGES	
				1	30

**IMPORTANT** - The "offer" section on the reverse must be fully completed by offeror.

4. CONTRACT NO. TOS09016	5. REQUISITION/PURCHASE REQUEST NO. 09PR-OFSS-041	6. PROJECT NO.
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7. ISSUED BY DEPARTMENT OF THE TREASURY PROCUREMENT SERVICES DIVISIONS 1500 PENNSYLVANIA AVENUE, NW MAIL STOP: 1425 NEW YORK AVE, NW SUITE 2100 WASHINGTON DC 20220	8. ADDRESS OFFER TO DEPARTMENT OF THE TREASURY, DO ATTN: TAMMY MCLEOD 1425 NEW YORK AVE., NW, 2ND FL, STE. 2100 WASHINGTON, DC 20220
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9. FOR INFORMATION CALL: 	a. NAME TAMMY MCLEOD	b. TELEPHONE NO. (include area code) (NO COLLECT CALLS)
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### SOLICITATION

**NOTE:** In sealed bid solicitations "offer" and "offeror" mean "bid" and "bidder."

10. THE GOVERNMENT REQUIRES PERFORMANCE OF THE WORK DESCRIBED IN THESE DOCUMENTS (Title, identifying no., date)

THE DEPARTMENT OF THE TREASURY, DEPARTMENTAL OFFICES HAS A REQUIREMENT FOR A CONTRACTOR TO FURNISH ALL LABOR, MATERIALS, SUPPLIES, EQUIPMENT, AND SUPERVISION FOR WORK ASSOCIATED WITH PAINTING SERVICES ON THE 8TH FLOOR AT THE BUILDING LOCATED AT [REDACTED], NW, WASHINGTON, DC 20036 IN ACCORDANCE WITH THE ATTACHED CONTRACT.

YOU SHALL USE THE ENCLOSED US DEPARTMENT OF LABOR WAGE DETERMINATION DC20080003 DATED 11/07/2008.

YOU SHALL COMPLETE THE ATTACHED PRICING SCHEDULE. ALL COST FOR WORK NOT SPECIFICALLY MENTIONED IN THE PRICING SCHEDULE (DAILY CLEAN UP, WORK SITE PREPARATION, ETC.) SHALL BE INCLUDED IN YOUR PROPOSAL.

THE MAGNITUDE OF CONSTRUCTION IS LESS THAN \$25,000.00.

11. The Contractor shall begin performance <u>2</u> calendar days and complete it within <u>11</u> calendar days after receiving <input type="checkbox"/> award, <input checked="" type="checkbox"/> notice to proceed. The performance period is <input checked="" type="checkbox"/> mandatory <input type="checkbox"/> negotiable. (See _____)	
12a. THE CONTRACTOR MUST FURNISH ANY REQUIRED PERFORMANCE AND PAYMENT BONDS? (If "YES", indicate within how many calendar days after award in item 12b.) <input type="checkbox"/> YES <input checked="" type="checkbox"/> NO	12b. CALENDAR DAYS 0
13. ADDITIONAL SOLICITATION REQUIREMENTS	
a. Sealed offers in original and _____ copies to perform the work required are due at the place specified in item 8 by _____ (date). If this is a sealed bid solicitation, offers will be publicly opened at that time. Sealed envelopes containing offers shall be marked to show the offeror's name and address, the solicitation number, and the date and time offers are due.	
b. An offer guarantee <input type="checkbox"/> is, <input checked="" type="checkbox"/> is not required.	
c. All offers are subject to the (1) work requirements, and (2) other provisions and clauses incorporated in the solicitation in full text or by reference.	
d. Offers providing less than <u>60</u> calendar days for Government acceptance after the date offers are due will not be considered and will be rejected.	



## CONTINUATION SHEET

REF: NO. OF DOCUMENT BEING CONTINUED  
TOS09016

PAGE 3 OF 30

NAME OF OFFEROR OR CONTRACTOR  
CUSHMAN AND WAKEFIELD OF VA INC

ITEM NO. (A)	SUPPLIES/SERVICES (B)	QUANTITY (C)	UNIT (D)	UNIT PRICE (E)	AMOUNT (F)
0001	<p>Delivery: 01/03/2009 Discount Terms: N/30 PROMPT PAY Delivery Location Code: TDP TDP US DEPARTMENT OF THE TREASURY-DEPAR FINANCIAL MANAGEMENT, ATT: MET SQUA 1500 PENNSYLVANIA AVE., NW WASHINGTON DC 20220 US</p> <p>Accounting Info: TDP0128SE09XX-2009-610001-TDP1231100-2524-00000000 -XXX-XX-XXXXXXXX-XXXXXXXX-XXXXXXXX FOB: Destination Period of Performance: 12/22/2008 to 01/03/2009</p> <p>Painting of 8th Floor of [REDACTED] Obligated Amount: \$8,750.00</p> <p>The total amount of award: \$8,750.00. The obligation for this award is shown in box 22.</p>				8,750.00

## **SECTION B**

### **PROPOSAL SCHEDULE SUPPLIES OR SERVICES AND PRICES**

The contractor shall furnish all labor, materials, equipment, tools, supplies, supervision and general construction services for all work associated with Painting Services as described herein.

<b><u>ITEM</u></b>	<b><u>LABOR</u></b>	<b><u>MATERIALS</u></b>	<b><u>EQUIP</u></b>
Painting Services	\$ _____	\$ _____	\$ _____
			<b>SUBTOTAL</b> \$ _____
			<b>TOTAL</b> <b><u>\$ 8,750.00</u></b>

Note: See attached contractor's proposal dated 12/12/08.

**SECTION C**  
**DESCRIPTION/SPECIFICATIONS/STATEMENT OF WORK**

**C-1 GENERAL SCOPE**

The contractor shall provide all labor, materials, equipment, tools, supplies and supervision for all services necessary to paint the 8<sup>th</sup> Floor of the building located at [REDACTED] Washington, DC 20036 as described in this Statement of Work.

**C-2 TASKS**

A. The contractor shall provide the following services:

1. Corridor/office walls – one coat primer, one coat flat finish “antique white”.
2. Wallpaper in corridors – re-seam/re-attach as is practical. This will need to be done on a case-by-case basis. Upon re-seaming completion, sponge clean all existing wallpaper.
3. Major holes/damage to existing walls will be patched sanded and painted. All pin/nail holes will be painted over.
4. All bulletin boards/systems furniture etc. will be left in place and painted around.
5. All columns with drywall shall be painted as above.
6. In the main file room – paint the walls proximate to either side of the door but not the area where the rolling files are.
7. All copy/break rooms to be painted as above.
8. All perimeter walls at the corner office area shall be painted as above.
9. The corner office shall be painted as above and all wallpaper to be cleaned/sponged as necessary.
10. The conference room off of the elevator lobby to be painted as above.
11. The core ladies restroom shall have the wallpaper stripped and sanded and be re-painted as above.

B. The contractor shall **not** paint the following areas:

1. All doors and frames to remain as existing.
2. All perimeter window areas (except on corner office areas as described above) LAN Room

**SECTION D**  
**PACKAGING AND MARKING**

**D-1 PAYMENT OF POSTAGE AND FEES**

All postage and fees related to submitting information including forms, reports, submittals, etc., to the Contracting Officer (CO) or the Contracting Officer's Representative (COTR) shall be paid by the Contractor.

**D-2 PACKAGING AND MARKING**

- (a) All information submitted to the Contracting Officer or the COTR shall clearly indicate the contract number and/or purchase order number for which the information is being submitted.
- (b) All containers shall be plainly marked on or adjacent to the exterior shipping label to show the contract number, purchase order number (if any), description of contents, and contractor's name.

**SECTION E**  
**INSPECTION AND ACCEPTANCE**

**E-1 CONTRACTOR MONITORING RESPONSIBILITY**

Notwithstanding FAR 52.246-12, Inspection of Construction, the contractor is responsible for periodic and day-to-day inspection and monitoring of all work performed to ensure compliance with the contract requirements. The contractor shall note any deficiencies found and corrective action taken and document his corresponding file as to the outcome.

**E-2 FAR 52.252-2 CLAUSES INCORPORATED BY REFERENCE (FEB 1998)**

This contract incorporates one or more clauses by reference, with the same force and effect as if they were given in full text. Upon request, the Contracting Officer will make their full text available. In addition, the full text of a clause may be accessed electronically at this/these address(es): [www.arnet.gov](http://www.arnet.gov)

**CLAUSE**

**TITLE AND DATE**

52.246-12

Inspection of Construction (AUG 1996)

**SECTION F**  
**DELIVERIES OR PERFORMANCE**

**F-1 WORK HOURS**


All work will be performed on weeknights and weekends.

**F-2 PERIOD OF CONTRACT**

The performance period for this contract is from date of Notice to Proceed through January 3, 2009.

**F-3 PLACE OF PERFORMANCE**

Work shall be performed at the following location:

  
Washington, DC 20036

**F-4 LEGAL HOLIDAYS**

The following legal holidays are observed by this Government Agency:

New Year's Day	January 1st
Martin Luther King's Birthday	Third Monday in January
Presidents Day	Third Monday in February
Memorial Day	Last Monday in May
Independence Day	July 4th
Labor Day	First Monday in September
Columbus Day	Second Monday in October
Veterans Day	November 11th
Thanksgiving Day	4th Thursday in November
Christmas Day	December 25th
Inauguration Day	January 20 <sup>th</sup>

**F-5 FAR 52.252-2 CLAUSES INCORPORATED BY REFERENCE (FEB 1998)**

This contract incorporates one or more clauses by reference, with the same force and effect as if they were given in full text. Upon request, the Contracting Officer will make their full text available. In addition, the full text of a clause may be accessed electronically at this/these address(es): [www.arnet.gov](http://www.arnet.gov)

**CLAUSE**  
52.242-14

**TITLE AND DATE REFERENCE**  
Suspension of Work (APR 1984)



**SECTION G**  
**CONTRACT ADMINISTRATION DATA**

**G-1 CONTRACT ADMINISTRATION OFFICE**

(a) This contract will be administered by:

Department of the Treasury  
Procurement Services Division  
ATTN: Tammy McLeod  
1425 New York Avenue, NW  
2<sup>nd</sup> Floor, Suite 2100  
Washington, DC 20220

(b) Written communications shall refer to the contract number and shall be mailed to the above address.

**G-2 1052.201-70 CONTRACTING OFFICER'S TECHNICAL  
REPRESENTATIVE (COTR) DESIGNATION AND AUTHORITY (MAR 2002)**

(a) The contracting officer's technical representative is.

NAME: Mr. Don Adams  
ADDRESS: 1500 Pennsylvania Avenue, NW  
Facilities Management Division  
Washington, DC 20220  
Phone: (202) 622-0096

(b) Performance of work under this contract must be subject to the technical direction of the COTR identified above, or a representative designated in writing. The term "technical direction" includes, without limitation, direction to the contractor that directs or redirects the labor effort, shifts the work between work areas or locations, fills in details and otherwise serves to ensure that tasks outlined in the work statement are accomplished satisfactorily.

(c) Technical direction must be within the scope of the specification(s)/work statement. The COTR does not have authority to issue technical direction that:

- (1) constitutes a change of assignment or additional work outside the specification(s)
- (2) constitutes a change as defined in the clause entitled "Changes";
- (3) in any manner causes an increase or decrease in the contract price, or the time required for contract performance;
- (4) changes any of the terms, conditions, or specification(s)/work statement of the contract;
- (5) interferes with the contractor's right to perform under the terms and conditions of the contract; or,

(6) directs, supervises or otherwise controls the actions of the contractor's employees.

(d) Technical direction may be oral or in writing. The COTR shall confirm oral direction in writing within five workdays, with a copy to the contracting officer.

(e) The contractor shall proceed promptly with performance resulting from the technical direction issued by the COTR. If, in the opinion of the contractor, any direction of the COTR, or his/her designee, falls within the limitations in (c), above, the contractor shall immediately notify the contracting officer no later than the beginning of the next Government work day.

(f) Failure of the contractor and the contracting officer to agree that technical direction is within the scope of the contract shall be subject to the terms of the clause entitled "Disputes".

### **G-3 ELECTRONIC FUNDS TRANSFER**

Pursuant to FAR 32.1101, payment shall be made through transfer of electronic funds as provided in FAR 52.232-33, "Payment by Electronic Funds Transfer –Central Contractor Registration". The Contractor shall complete the ACH Vendor Enrollment Form for Electronic Funds Transfer (EFT), and forward to the Contract Specialist identified in Paragraph G-1 above prior to the submission of the first request for payment.

### **G-4 INVOICING AND PAYMENT INSTRUCTIONS**

(a) Invoices shall be submitted via electronically to VendorPay@do.treas.gov. If unable to submit electronically, invoices shall be mailed to:

Department of the Treasury  
Office of Financial Management  
1500 Pennsylvania Avenue, NW  
Metropolitan Square Building  
6<sup>th</sup> Floor  
Washington, D.C. 20228-0001

(b) A copy of the invoice shall also be submitted to the COTR and CO simultaneously.

(c) Submission of proper invoices shall be rendered on a percentage complete basis in an amount equal to the value of the work performed.

(d) Each invoice submitted shall be supported by appropriate documentation. Documentation necessary to substantiate an invoice shall include, but is not limited to project name and number, invoice number, percent complete, original contract amount, modification amounts, retainage amount and percent cumulative), cost of materials used this invoice, value of work in place, contractor name, and contract number. Such documentation shall meet the approval of the Contracting Officer.

## **SECTION H**

### **SPECIAL CONTRACT REQUIREMENTS**

#### **H-1 NOTICE TO THE GOVERNMENT OF DELAYS**

In the event the contractor encounters difficulty in meeting performance requirements, or when the contractor anticipates difficulty in complying with the contract delivery schedule or date, or whenever the contractor has knowledge that any actual or potential situation is delaying or threatens to delay the timely performance of this contract, the contractor shall immediately notify the Contracting Officer and the COTR, in writing, giving pertinent details.

#### **H-2 ADVERTISING OF AWARD**

The contractor agrees not to refer to awards in commercial advertising in such a manner as to state or imply that the product or service provided is endorsed or preferred by the Federal Government, or is considered by the Government to be superior to other products or services. Advertisements, press releases, and publicity of a contract by a contractor shall not be made without the prior express written permission of the Contracting Officer.

#### **H-3 INTERPRETATION OF CONTRACT REQUIREMENTS**

If the Contractor finds clarification necessary with respect to the scope of services to be performed or manner in which the services are to be performed hereunder, he shall request in writing such clarification from the Contracting Officer. No interpretation of any provision of this contract, including applicable specifications, shall be binding on the Government unless furnished or agreed to in writing by the Contracting Officer.

#### **H-4 STANDARD COMMERCIAL WARRANTY**

The Contractor agrees that the supplies or services furnished under this contract shall be covered by the most favorable commercial warranties the contractor gives to any customer for such supplies or services and that the rights and remedies provided therein are in addition to and do not limit any rights and remedies provided to the Government by any other clause of this contract. The contractor shall collect all written warranties and equipment manuals and deliver them to the Government.

The contractor further warrants to the Government that all materials and equipment furnished under this contract will be new, unless otherwise specified, and that all work will be of good quality, free from improper workmanship and defective materials and in conformance with the drawings and specifications. The contractor agrees to correct all work performed under this contract which proves to be defective in material and workmanship within a reasonable time as determined by the Government and the contractor and at no additional cost to the Government.

## **H-5 PERMITS AND LICENSES -- GENERAL**

In the performance of work hereunder, the contractor shall obtain and maintain in effect all necessary permits and licenses required by Federal, States, or local government, or subdivision thereof, or of any other duly constituted regulatory authority.

Permits and licenses shall include but are not limited to those required by the Occupational Safety and Health Administration General Industry Standards 29 CFR 1910 and ISGA and SARA Worker and Community Right-To-Know/Regulations. The Contractor shall comply with all laws and regulations applicable to the work to be performed hereunder and shall insure that its sub-contractors are in compliance as well.

## **H-6 SUPERVISION OF CONTRACTOR'S EMPLOYEES**

(a) Personnel assigned to render services under this contract shall at all times be employees of the Contractor and under the direction and control of the Contractor. Notwithstanding any other provisions of this contract, the Contractor shall at all times be responsible for the supervision of its employees in the performance of the services required hereunder.

(b) During all times on Government premises, the contractor's personnel shall comply with the rules and regulations governing conduct of personnel and operation of the facility.

(c) If the contractor plans to employ any Non-English speaking personnel, he shall provide an on-site bi-lingual supervisor to serve as an interpreter.

(d) Contractor personnel shall not at any time during the contract period be employees of the U.S. Government.

## **H-7 WORKING FILES**

The Contractor shall maintain accurate working files on all work documentation including calculations, assumptions, interpretations of regulations, sources of information, and other raw data required in the performance of the contract. The Contractor shall provide the information contained in its working files upon request of the Contracting Officer.

## **H-8 NON-PAYMENT FOR ADDITIONAL WORK**

Any additional services or a change to work specified which may be performed by the contractor, either at his own volition or at the request of an individual other than a duly appointed Contracting Officer except as may be explicitly authorized in the contract order, are not authorized and will not be paid for by Treasury. Only a duly appointed Contracting Officer is authorized to change the specifications, terms and conditions in this contract.

## **H-9 INDEMNIFICATION**

The Contractor shall indemnify and hold harmless the Department of the Treasury and its officers, agents, representatives, and employees from all claims, loss, damage, actions, causes of action, expense and/or liability resulting from, brought for, or on account of any personal injury or property damage received or sustained by any person, or property growing out of, occurring or attributable to any work performed under or related to this contract caused by its wrongful acts or negligence.

## **H-10 ACCESS TO GOVERNMENT FACILITIES**

During the life of the contract, the rights of the ingress and egress to and from the Government facility for the contractor's employees shall be made available as required. During all operations on Government premises, the contractor's employees shall comply with the rules and regulations governing the conduct of personnel and the operation of the facility. The Government reserves the right to require the contractor's employees to sign in upon ingress and sign out upon egress to and from the Government facility.

## **H-11 SAFETY PRECAUTIONS**

The contractor shall be responsible for all damages to persons or property that occurs as a result of his fault or negligence. The contractor shall take proper safety and health precautions to protect the work, the workers, the public, and property of others. The contractor shall also be responsible for all materials delivered and work performed until completion and acceptance of the service.

## **H-12 POSTING AT WORK SITE**

Upon commencement of work under this contract, the contractor shall post a conspicuously located sign at the entrance of each work site. The following information is required to be posted:

Name of Prime contractor  
Name of Prime contractor's on-site Supervisor  
Name of Contracting Officer's Technical Representative (COTR)  
Title of Work

## **H-13 WAGE DETERMINATION**

General Decision No. DC20080003, 11/07/2008 (Attachment 1) applies to all work awarded and is hereby incorporated and made part of this contract. The contractor shall review the attached Wage Determination and shall ensure that all disciplines required to perform the work under this requirement are included in the attached wage determination. If any discipline to be employed in a classification that is not listed in the wage determination, the contractor shall notify the Contracting Officer immediately who shall require the contractor pursuant to FAR 52.222-6, Davis Bacon Act to submit to the

Contracting Officer, Standard Form (SF) 1444, Request for Authorization of Additional Classification and Rate.

#### **H-14 RESTRICTION ON USE OF GOVERNMENT RELATED DATA**

(a) The Contractor shall not use or duplicate any contract-related data belonging to or supplied by the Treasury, other than in the normal performance or services under this contract or the explicit written direction of the Administrative Contracting Officer (ACO). The Contractor agrees that he will not divulge to any person other than contract personnel or the COTR, of the findings resulting from the work performed herein.

(b) The Contractor shall return all materials and work papers collected to perform the analysis upon completion of the contract to the COTR. No copies are to be retained under any circumstances by the Contractor.

#### **H-15 PERFORMANCE OF WORK**

The contractor shall proceed diligently with the performance of the work, pending resolution of any request for relief, claim, appeal, or action relating to the Contract, and comply with the decision of the Contracting Officer. All appeals and claims will be processed in accordance with the "Disputes" clause of the Contract, FAR 52.233-1.

#### **H-16 STATUS OF PERFORMANCE**

During the life of the Contract should any incident occur which the Contractor believes may circumvent or encumber the performance of this Contract, the contractor shall immediately notify the CO. The receipt of such a notice shall not be construed as a waiver by the Treasury of any of its rights and remedies provided by law or under the terms of this Contract.

#### **H-17 CONFLICT RESOLUTION PROVISION**

The contractor is requested to consider the utilization of the Alternate Dispute Resolution (ADR) procedures as defined in FAR 33.214 in situations concerning disputes and/or claims against the Bureau.

The Treasury's policy requires the use of ADR prior to the Contracting Officer issuing a Final Decision on a claim. Documentation is required if ADR was not utilized prior to issuing the Final Decision. These procedures do not replace the parties' right to file a claim under the Contract Disputes Act of 1978 as amended (41 U.S.C. 601-13).

The parties to this contract agree to attempt in good faith to resolve any conflicts, disputes, or claims arising out of this agreement by negotiations between senior executives or officials of the parties who have the authority to bind the parties.

A disputing party shall give written notice of the dispute to the other party of this contract. A written response to said dispute will be due within ten (10) days from the

date of this notice. The notice and the responses shall include a statement of each party's concerns, the rationale behind those concerns, and the name of the person who will represent that party in negotiation. The appointed executives or officials shall meet at a mutually acceptable time and place within thirty (30) days of the disputing party's notice and at intervals thereafter as deemed reasonable and necessary to attempt resolution of the dispute.

If the matter is not resolved within a time frame considered reasonable by the party receiving the initial notice from the disputing party, the parties agree to use a mutually agreed upon resolution procedure in an attempt to reach a settlement. If a third party neutral is utilized, both parties shall agree on this individual/panel and equally bear the cost. These procedures may include, but are not limited to, assisted settlement negotiation, conciliation, facilitation, mediation, fact-finding, mini-trials, arbitration, or any combination of the methods described as outlined in the Administrative Disputes Resolution Act, Section If arbitration is the resolution method chose, it will be non-binding and either party may reject the decision by written notification to the other party. All ADR procedures are voluntary and may be terminated by any party at any time for any reason. The parties shall execute a memorandum of agreement to outline all procedural requirements, identify issues to be resolved, establish resolution deadlines, third party neutrals and specify provisions each party feels necessary to protect its interest.

The procedures outlined in this provision are intended to be used as a guideline for resolution of disputes between parties arising out of or relating to this agreement. Alternative Dispute Resolution (ADR) procedures may be used at any time the Contracting Officer has authority to resolve the issue in controversy. The confidentiality of information exchanged between the parties shall be protected consistent with 5 U.S.C.574.

#### **H-18 PROJECT SUPERVISION**

The contractor is required to keep a full time project superintendent on the project site. Treasury has the reserves the right to deny the contractor permission to work if the superintendent is not on the project site.

#### **H-19 ENERGY EFFICIENCY IN ENERGY CONSUMING PRODUCTS**

When the contract requires the specification or delivery of energy consuming products for use in a Federal facility, the contractor will specify or deliver ENERGYSTAR qualified products or products conforming to the Federal Energy management Program's (FEMP) Energy Efficiency Requirements, whichever may be applicable, provided products with such a designation are available and are life cycle cost effective and meet applicable performance standards. Information about these products is available for ENERGYSTAR at <http://www.energystar.gov/products> and FEMP at [http://www.eere.energy.gov/femp/procurement/eep\\_requirements.cfm](http://www.eere.energy.gov/femp/procurement/eep_requirements.cfm).

## SECTION I CONTRACT CLAUSES

### **I-1 52.252-2 CLAUSES INCORPORATED BY REFERENCE (FEB 1998)**

This contract incorporates one or more clauses by reference, with the same force and effect as if they were given in full text. Upon request, the Contracting Officer will make their full text available. In addition, the full text of a clause may be accessed electronically at this/these address(es): [www.arnet.gov](http://www.arnet.gov).

<b><u>CLAUSE REFERENCE</u></b>	<b><u>TITLE</u></b>	<b><u>DATE</u></b>
52.204-4	Printed or Copied Double-Sided or Recycled Paper	AUG 2000
52.204-7	Central Contractor Registration	APR 2008
52.204-9	Personal Identity Verification of Contractor Personnel	SEP 2007
52.215-8	Order of Precedence – Uniform Contract Format	OCT 1997
52.222-1	Notice to the Government of Labor Disputes	FEB 1997
52.222-3	Convict Labor	
	Prohibition of Segregated Facilities	FEB 1999
52.222-6	Davis-Bacon Act	JUL 2005
52.222-7	Withholding of Funds	FEB 1988
52.222-8	Payrolls and Basic Records	FEB 1988
52.222-9	Apprentices and Trainees	JUL 2005
52.222-10	Compliance With Copeland Act Requirements	FEB 1988
52.222-11	Subcontracts (Labor Standards)	JUL 2005
52.222-12	Contract Termination - Debarment	FEB 1988
52.222-13	Compliance with Davis-Bacon and Related Act Regulations	FEB 1988
52.222-14	Disputes Concerning Labor Standards	FEB 1988
52.222-15	Certification of Eligibility	FEB 1988
52.222-21	Prohibition of Segregated Facilities	FEB 1999
52.222-22	Previous Contracts and Compliance Reports	FEB 1999
52.222-26	Equal Opportunity	MAR 2007
52.223-5	Pollution Prevention and Right-To-Know Information	AUG 2003
52.223-6	Drug-Free Workplace	MAY 2001
52.223-15	Energy Efficiency in Energy – Consuming Products	DEC 2007
52.225-13	Restrictions on Certain Foreign Purchases	JUN 2008



52.227-1	Authorization and Consent	DEC 2007
2.227-4	Patent Indemnity-Construction Contracts	DEC 2007
52.232-5	Payments under Fixed-Price Construction Contracts	SEP 2002
52.232-23	Assignment of Claims	JAN 1986
52.232-27	Prompt Payment for Construction Contracts	SEP 2005
52.232-33	Payment by Electronic Funds Transfer – Central Contract Registration	OCT 2003
52.233-1	Disputes - Alternate I (DEC 1991)	JUL 2002
52.233-3	Protest After Award	AUG 1996
52.233-4	Applicable Law for Breach of Contract Claim	OCT 2004
52.236-1	Performance of Work by the Contractor	APR 1984
52.236-2	Differing Site Conditions	APR 1984
52.236-3	Site Investigation and Conditions Affecting the Work	APR 1984
52.236-5	Material and Workmanship	APR 1984
52.236-6	Superintendence by the Contractor	APR 1984
52.236-8	Other Contracts	APR 1984
52.236-9	Protection of Existing Vegetation, Structures, Equipment, Utilities, and Improvements	APR 1984
52.236-10	Operations and Storage Areas	APR 1984
52.236-11	Use and Possession Prior to Completion	APR 1984
52.236-12	Cleaning Up	APR 1984
52.236-13	Accident Prevention	NOV 1991
52.236-14	Availability and Use of Utility Services	APR 1984
52.236-21	Specifications and Drawings for Construction	FEB 1997
52.236-27	Site Visit	FEB 1995
52.242-13	Bankruptcy	JUL 1995
52.243-4	Changes	JUN 2007
52.243-5	Changes and Changed Conditions	APR 1984
52.244-6	Subcontracts for Commercial Items	MAR 2007
52.245-1	Government Property	JUN 2007
52.245-9	Use & Charges	JUN 2007
52.246-21	Warranty of Construction	MAR 1994
52.249-1	Termination for the Convenience of the Government (Fixed-Priced) (Alternate I – SEP 1996)	MAY 2004
52.249-10	Default (Fixed Price Construction)	APR 1984
52.253-01	Computer Generated Forms	JAN 1991

**I-2 52.211-10 COMMENCEMENT, PROSECUTION, AND COMPLETION OF WORK**  
**(APR 1984)**

The Contractor shall be required to (a) commence work under this contract within upon receipt of Notice to Proceed (b) prosecute the work diligently, and (c) complete the entire work ready for use not later than 60 calendar days after receipt of Notice to Proceed. The time stated for completion shall include final cleanup of the premises.

**I-3 52.225-9 BUY AMERICAN ACT-CONSTRUCTION MATERIALS (JAN 2005)**

(a) *Definitions.* As used in this clause-

“Component” means an article, material, or supply incorporated directly into a construction material.

“Construction material” means an article, material, or supply brought to the construction site by the Contractor or a subcontractor for incorporation into the building or work. The term also includes an item brought to the site preassembled from articles, materials, or supplies. However, emergency life safety systems, such as emergency lighting, fire alarm, and audio evacuation systems, that are discrete systems incorporated into a public building or work and that are produced as complete systems, are evaluated as a single and distinct construction material regardless of when or how the individual parts or components of those systems are delivered to the construction site. Materials purchased directly by the Government are supplies, not construction material.

“Cost of components” means-

(1) For components purchased by the Contractor, the acquisition cost, including transportation costs to the place of incorporation into the construction material (whether or not such costs are paid to a domestic firm), and any applicable duty (whether or not a duty-free entry certificate is issued); or

(2) For components manufactured by the Contractor, all costs associated with the manufacture of the component, including transportation costs as described in paragraph (1) of this definition, plus allocable overhead costs, but excluding profit. Cost of components does not include any costs associated with the manufacture of the end product.

“Domestic construction material” means-

(1) An unmanufactured construction material mined or produced in the United States; or

(2) A construction material manufactured in the United States, if the cost of its components mined, produced, or manufactured in the United States exceeds 50 percent of the cost of all its components. Components of foreign origin of the same class or kind for which nonavailability determinations have been made are treated as domestic.

“Foreign construction material” means a construction material other than a domestic construction material.

“United States” means the 50 States and the District of Columbia, U.S. territories and possessions, Puerto Rico, the Northern Mariana Islands, and any other place subject to U.S. jurisdiction, but does not include leased bases.

(b) Domestic preference.

(1) This clause implements the Buy American Act (41 U.S.C. 10a - 10d) by providing a preference for domestic construction material. The Contractor shall use only domestic construction material in performing this contract, except as provided in paragraphs (b)(2) and (b)(3) of this clause.

(2) This requirement does not apply to the construction material or components listed by the Government as follows: **NONE**

(3) The Contracting Officer may add other foreign construction material to the list in paragraph (b)(2) of this clause if the Government determines that-

(i) The cost of domestic construction material would be unreasonable. The cost of a particular domestic construction material subject to the requirements of the Buy American Act is unreasonable when the cost of such material exceeds the cost of foreign material by more than 6 percent;

(ii) The application of the restriction of the Buy American Act to a particular construction material would be impracticable or inconsistent with the public interest; or

(iii) The construction material is not mined, produced, or manufactured in the United States in sufficient and reasonably available commercial quantities of a satisfactory quality.

(c) Request for determination of inapplicability of the Buy American Act.

(1)(i) Any Contractor request to use foreign construction material in accordance with paragraph (b)(3) of this clause shall include adequate information for Government evaluation of the request, including-

(A) A description of the foreign and domestic construction materials;

(B) Unit of measure;

(C) Quantity;

(D) Price;

(E) Time of delivery or availability;

(F) Location of the construction project;

(G) Name and address of the proposed supplier; and

(H) A detailed justification of the reason for use of foreign construction materials cited in accordance with paragraph (b)(3) of this clause.

(ii) A request based on unreasonable cost shall include a reasonable survey of the market and a completed price comparison table in the format in paragraph (d) of this clause.

(iii) The price of construction material shall include all delivery costs to the construction site and any applicable duty (whether or not a duty-free certificate may be issued).

(iv) Any Contractor request for a determination submitted after contract award shall explain why the Contractor could not reasonably foresee the need for such determination and could not have requested the determination before contract award. If the Contractor does not submit a satisfactory explanation, the Contracting Officer need not make a determination.

(2) If the Government determines after contract award that an exception to the Buy American Act applies and the Contracting Officer and the Contractor negotiate adequate consideration, the Contracting Officer will modify the contract to allow use of the foreign construction material. However, when the basis for the exception is the unreasonable price of a domestic construction material, adequate consideration is not less than the differential established in paragraph (b)(3)(i) of this clause.

(3) Unless the Government determines that an exception to the Buy American Act applies, use of foreign construction material is noncompliant with the Buy American Act.

(d) *Data.* To permit evaluation of requests under paragraph (c) of this clause based on unreasonable cost, the Contractor shall include the following information and any applicable supporting data based on the survey of suppliers:

Foreign and Domestic Construction Materials Price Comparison			
Construction Material Description	Unit of Measure	Quantity	Price (Dollars)*
<i>Item 1:</i>			
Foreign construction material			
Domestic construction material			
<i>Item 2:</i>			
Foreign construction material			
Domestic construction material			

[List name, address, telephone number, and contact for suppliers surveyed. Attach copy of response; if oral, attach summary.]  
 [Include other applicable supporting information.]  
 [\* Include all delivery costs to the construction site and any applicable duty (whether or not a duty-free entry certificate is issued).]

#### **I-4 52.236-1 PERFORMANCE OF WORK BY THE CONTRACTOR (APR 1984)**

The Contractor shall perform on the site, and with its own organization, work equivalent to at least **twelve (12)** percent of the total amount of work to be performed under the contract. This percentage may be reduced by a supplemental agreement to this contract if, during performing the work, the Contractor requests a reduction and the Contracting Officer determines that the reduction would be to the advantage of the Government.

#### **I-5 52.252-6 AUTHORIZED DEVIATIONS IN CLAUSES (APR 1984)**

(a) The use in this solicitation or contract of any Federal Acquisition Regulation (48 CFR Chapter 1) clause with an authorized deviation is indicated by the addition of "(DEVIATION)" after the date of the clause.

(b) The use in this solicitation or contract of any Federal Acquisition Regulation (48 CFR.....) clause with an authorized deviation is indicated by the addition of "(DEVIATION)" after the name of the regulation.

**SECTION J**  
**LIST OF DOCUMENTS, EXHIBITS, AND OTHER ATTACHMENTS**

**ATTACHMENT**  
**PAGES**

**DESCRIPTION**

1

Wage Determination

ATTACHMENT #1

GENERAL DECISION: DC20080003 11/07/2008 DC3

Date: November 7, 2008

General Decision Number: DC20080003 11/07/2008

Superseded General Decision Number: DC20070003

State: District of Columbia

Construction Type: Building

County: District of Columbia Statewide.

BUILDING CONSTRUCTION PROJECTS (Does not include single family homes and apartments up to and including 4 stories)

Modification Number	Publication Date
0	02/08/2008
1	04/18/2008
2	05/02/2008
3	05/09/2008
4	05/30/2008
5	06/06/2008
6	07/04/2008
7	07/18/2008
8	07/25/2008
9	08/15/2008
10	09/05/2008
11	09/12/2008
12	09/19/2008
13	11/07/2008

ASBE0024-001 10/01/2007

	Rates	Fringes
Asbestos Worker/Heat and Frost Insulator		
Includes the application of all insulating materials, protective coverings, coatings and finishes to all types of mechanical systems.....	\$ 27.88	13.88

-----  
ASBE0024-005 10/01/2007

	Rates	Fringes
Fire Stop Technician.....	\$ 22.95	6.39

Includes the application of materials or devices within or

around penetrations and openings in all rated wall or floor assemblies, in order to prevent the passage of fire, smoke of other gases. The application includes all components involved in creating the rated barrier at perimeter slab edges and exterior cavities, the head of gypsum board or concrete walls, joints between rated wall or floor components, sealing of penetrating items and blank openings.

-----  
BRDC0001-001 05/04/2008

	Rates	Fringes
Bricklayer.....	\$ 26.20	6.77

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CARP0132-006 05/01/2008

	Rates	Fringes
Carpenters (Including Drywall		
Hanging).....	\$ 25.37	6.55
Piledriver.....	\$ 23.87	7.10

-----  
ELEC0026-003 09/01/2008

	Rates	Fringes
Communication Technician.....	\$ 24.25	3%+6.87

SCOPE OF WORK: Includes low voltage construction, installation, maintenance and removal of teledata facilities (voice, data and video) including outside plant, telephone and data inside wire, interconnect, terminal equipment, central offices, PABX, fiber optic cable and equipment, railroad communications, micro waves, VSAT, bypass, CATV, WAN (Wide area networks), LAN (Local area networks) and ISDN (Integrated systems digital network).

WORK EXCLUDED: The installation of computer systems in industrial applications such as assembly lines, robotics and computer controller manufacturing systems. The installation of conduit and/or raceways shall be installed by Inside Wiremen. On sites where there is no Inside Wireman employed, the Teledata Technician may install raceway or conduit not greater than 10 feet. Fire alarm work is excluded on all new construction sites or wherever the fire alarm system is installed in conduit. All HVAC control work.

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\* ELEC0026-016 11/03/2008

	Rates	Fringes
Electricians (Excluding		
Communication-Low Voltage		
Wiring).....	\$ 36.65	11.45+a

a. PAID HOLIDAYS: New Year's Day, Martin Luther King Jr.'s

Birthday, Inauguration Day, Memorial Day, Fourth of July, Labor Day, Veterans Day, Thanksgiving Day, the day after Thanksgiving and Christmas Day or days designated as legal holidays by the Federal Government.

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ENGI0077-009 05/01/2008

	Rates	Fringes
Power equipment operators:		
Boom Trucks.....	\$ 27.57	7.17+a
Cranes (35 tons and above)...	\$ 28.74	7.17+a
Cranes (under 35 tons).....	\$ 28.28	7.17+a
Forklifts.....	\$ 21.00	7.17+a
Piledrivers.....	\$ 28.28	7.17+a

a. PAID HOLIDAYS:

New Years Day, Inaugural Day, Decoration Day, Independence Day, Labor Day, Martin Luther King's Birthday, Veterans Day, Thanksgiving Day, Friday after Thanksgiving and Christmas Day.

b. PREMIUM PAY:

Tower cranes and cranes 100-ton and over to receive \$1.00 per hour premium over Group One.

-----  
IRON0005-001 06/01/2008

	Rates	Fringes
Ironworkers:		
Structural, Ornamental and Chain Link Fence.....	\$ 27.83	12.595

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IRON0201-003 05/01/2008

	Rates	Fringes
Ironworker (Reinforcing).....	\$ 26.15	12.08

-----  
LABO0657-001 06/01/2008

	Rates	Fringes
Laborer:Skilled.....	\$ 19.57	4.68

FOOTNOTE: Potmen, power tool operator, small machine operator, concrete labor including concrete preparation, signalmen, laser beam operator, waterproofer, open caisson, test pit, underpinnig, pier hole and ditches, ladders and all work associated with lagging that is not expressly stated, strippers, operator of hand derricks, vibrator operators, pipe layers, or tile layers (tile laid on road construction projects ONLY), operators of jackhammer, paving breakers, spaders or any machine that does the same general type of work, scaffold builders, operators of towmasters, scootcretes, buggymobiles and other machines of



similar character, operators of tampers and rammers and other machines that do the same general type of work, whether powered by air, electric or gasoline builders of trestle scaffolds over one tier high and sand blaster, power and chain saw operators used in clearing, installers of well points, wagon drill operators, acetylene burners and licensed powdermen.

-----  
LABO0657-002 05/01/2008

	Rates	Fringes
Laborers:		
Mason Tenders, Brick.....	\$ 14.65	4.68
Mortarmen, Scaffold		
Builders.....	\$ 15.45	4.68

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MARB0002-002 05/01/2008

	Rates	Fringes
Marble & Stone Mason.....	\$ 32.00	12.07

INCLUDES pointing, caulking and cleaning of All types of masonry, brick, stone and cement structures; EXCEPT pointing, caulking and cleaning of exisiting masonry, brick, stone and cement (restoration work)

-----  
MARB0003-001 05/01/2008

	Rates	Fringes
Mosaic & Terrazzo Worker, Tile Layer		
Marble Mason and Tile Layer..	\$ 25.01	8.82
Terrazzo Worker.....	\$ 25.76	8.82

-----  
MARB0003-004 05/01/2008

	Rates	Fringes
Marble, Tile & Terrazzo Finisher.....	\$ 20.15	7.97

-----  
PAIN0051-004 06/01/2008

	Rates	Fringes
Glaziers		
Contracts \$2 million and under.....	\$ 25.12	7.46
Contracts over \$2 million...	\$ 27.84	7.46

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PAIN0051-010 06/01/2008

	Rates	Fringes
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Painters:

Brush, Roller, Spray and Drywall Finisher.....	\$ 24.31	7.56
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PLAS0891-003 05/01/2008

	Rates	Fringes
Cement Mason/Concrete Finisher....	\$ 27.15	6.47

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PLUM0005-007 08/01/2008

	Rates	Fringes
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Plumbers

Apartment Buildings over 4 stories (except hotels).....	\$ 22.31	8.61+a
ALL Other Work.....	\$ 36.24	13.37+a

a. PAID HOLIDAYS: Labor Day, Veterans' Day, Thanksgiving Day  
and the day after Thanksgiving, Christmas Day, New Year's  
Day, Martin Luther King's Birthday, Memorial Day and the  
Fourth of July.

-----  
PLUM0602-006 08/01/2008

	Rates	Fringes
Steamfitter, Refrigeration & Air Conditioning Mechanic (Including HVAC Pipe Work).....	\$ 35.12	14.47+a

a. PAID HOLIDAYS:

New Year's Day, Martin Luther King's Birthday, Memorial Day,  
Independence Day, Labor Day, Veterans Day, Thanksgiving Day  
and the day after Thanksgiving Day and Christmas Day.

-----  
SFDC0669-001 04/01/2008

	Rates	Fringes
Sprinkler Fitters.....	\$ 29.35	14.30

-----  
SHEE0100-002 07/01/2008

	Rates	Fringes
Sheet Metal Worker (Including HVAC Duct Work).....	\$ 33.04	12.12

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SUDC2000-001 04/12/2000

	Rates	Fringes
ASBESTOS ABATEMENT WORKER (Removal from Floors, Ceilings, Walls and		

Mechanical Systems).....\$ 10.60

Laborer, Unskilled.....\$ 11.83

2.23

Pointer, caulker and cleaner

INCLUDES pointing,  
caulking and cleaning of  
existing masonry, brick,  
stone and cement  
structures (restoration  
work); EXCLUDES pointing,  
caulking and cleaning of  
new or replacement  
masonry, brick, stone and  
cement.....\$ 20.00

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WELDERS - Receive rate prescribed for craft performing  
operation to which welding is incidental.  
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Unlisted classifications needed for work not included within  
the scope of the classifications listed may be added after  
award only as provided in the labor standards contract clauses  
(29CFR 5.5 (a) (1) (ii)).  
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In the listing above, the "SU" designation means that rates  
listed under the identifier do not reflect collectively  
bargained wage and fringe benefit rates. Other designations  
indicate unions whose rates have been determined to be  
prevailing.  
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#### WAGE DETERMINATION APPEALS PROCESS

1.) Has there been an initial decision in the matter? This can  
be:

- \* an existing published wage determination
- \* a survey underlying a wage determination
- \* a Wage and Hour Division letter setting forth a position on  
a wage determination matter
- \* a conformance (additional classification and rate) ruling

On survey related matters, initial contact, including requests  
for summaries of surveys, should be with the Wage and Hour  
Regional Office for the area in which the survey was conducted  
because those Regional Offices have responsibility for the  
Davis-Bacon survey program. If the response from this initial  
contact is not satisfactory, then the process described in 2.)  
and 3.) should be followed.

With regard to any other matter not yet ripe for the formal  
process described here, initial contact should be with the

Branch of Construction Wage Determinations. Write to:

Branch of Construction Wage Determinations  
Wage and Hour Division  
U.S. Department of Labor  
200 Constitution Avenue, N.W.  
Washington, DC 20210

2.) If the answer to the question in 1.) is yes, then an interested party (those affected by the action) can request review and reconsideration from the Wage and Hour Administrator (See 29 CFR Part 1.8 and 29 CFR Part 7). Write to:

Wage and Hour Administrator  
U.S. Department of Labor  
200 Constitution Avenue, N.W.  
Washington, DC 20210

The request should be accompanied by a full statement of the interested party's position and by any information (wage payment data, project description, area practice material, etc.) that the requestor considers relevant to the issue.

3.) If the decision of the Administrator is not favorable, an interested party may appeal directly to the Administrative Review Board (formerly the Wage Appeals Board). Write to:

Administrative Review Board  
U.S. Department of Labor  
200 Constitution Avenue, N.W.  
Washington, DC 20210

4.) All decisions by the Administrative Review Board are final.

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END OF GENERAL DECISION